

SECOND AMENDMENT TO EMPLOYMENT AGREEMENT

This SECOND AMENDMENT TO EMPLOYMENT AGREEMENT ("Amendment") is executed this ____ day of _____, ____ ("Effective Date"), by and between the Town of Whitestown ("Employer"), a municipal corporation, and Dax Norton ("Employee") (collectively the "Parties").

WHEREAS, Employer and Employee entered into a certain Employment Agreement executed on the 23rd day of September, 2013 and regarding the terms of Employee's employment as Town Manager of Employer, as has been previously amended in writing ("Agreement"); and

WHEREAS, the Parties desire to amend the Agreement relating to severance payments thereunder.

NOW THEREFORE, in consideration of Employee's continued employment, and the promises and obligations contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Section 16 of the Agreement is hereby amended and restated as follows:

16. Severance Payment. If Employee's employment with Employer terminates pursuant to Section 13 or 15 of this Agreement, then Employee shall be entitled to receive a severance payment equal to six (6) months of Employee's then current base salary ("Severance Payment"). The Severance Payment shall be paid out incrementally over the course of Employer's customary payroll cycles, subject to all applicable taxes and withholdings, and is contingent upon Employee tendering to Employer a document executed by Employee which unconditionally and effectively releases any and all claims Employee may have against Employer (other than salary and benefits accrued as of the date of termination), and which is in a form and substance acceptable to Employer.

The Employer shall also continue medical insurance for Employee through payment by the Employer of Employee's COBRA premiums to the insurance carrier during the six (6) month period of the Severance Payment, provided that Employee is eligible for and elects such COBRA continuation coverage under the Employer's existing medical insurance plan. Employee's eligibility for, and the Employer's obligation to pay, the COBRA Payments shall immediately cease upon Employee becoming eligible for medical coverage through new employment and Employee agrees to notify the Employer if and when Employee becomes eligible for such alternate coverage or otherwise discontinues coverage on the Employer's medical plan.

2. **Ratification of Agreement.** Except as expressly amended by this Amendment, the Employer and Employee ratify and confirm the Agreement in all respects acknowledge that the Agreement, as modified by this Amendment, is in full force and effect.

3. **Severability.** Should any particular language or provision included in this Amendment be held to be unreasonable or unenforceable for any reason, then such language or provision shall be given effect and enforced to whatever extent would be reasonable and enforceable. All remaining language and provisions included in this Amendment shall remain in full force and effect in accordance with the terms thereof.

4. **Effect and Modification.** The Agreement, as modified by this Amendment, comprises the entire agreement between the Parties and shall supersede any and all previous agreements and/or commitments, whether oral or written, concerning the subject matter contained herein. No statement or promise, except as herein set forth, has been made with respect to the subject matter of the Agreement as modified by this Amendment. No modification or amendment hereof shall be effective unless in writing and signed by the Parties.

5. **Counterparts.** This Amendment may be executed in several counterparts, including by facsimile, each of which when signed by Employer and Employee shall constitute a duplicate original.

IN WITNESS WHEREOF, the Parties have caused this Second Amendment to Employment Agreement to be executed on the day in the year first above written.

Signature

Dax Norton

“Employee”

Signature

Eric Miller,
President, Whitestown Town Council

“Employer”